

MAY 24 AM 10:42
CARROLL COUNTY, ARKANSAS
EASTERN DISTRICT

DIVISION _____ DISTRICT _____

VS.

Holly
Teannette
L.
Guess

Now on this 24 day of May, 2022 comes on for hearing the

I.

II.

- 1 -

III.

The Court finds that (Check appropriate box):

- ☐ Husband and Wife have lived separate and apart from each other for eighteen continuous months without cohabitation, regardless of fault or reason.
- ☒ Defendant has treated the Plaintiff with such personal indignities, habitually, systematically and persistently pursued in such a manner as to make the Plaintiff's condition in life intolerable.

IV.

The Court finds that there are 1 minor children of said marriage, and the wife ☐ is ☒ is not now pregnant. All issues regarding custody, visitation and support of the minor children have been resolved in the Separation and Property Settlement Agreement, *dated March 21, 2022*

V.

The Court finds that an equitable distribution of the remaining assets and liabilities of the parties has been made. Specifically, the Parties have entered into a Separation and Property Settlement agreement, the Original of which is attached hereto as Exhibit "A". The Court finds that the agreement is not unconscionable and sufficiently disposes of all property, debt and other marital issues between the parties and is approved.

VI.

Wife, Holly T.L. Guess ☐ requested ☒ did not request, that her former name of _____ be restored unto her. Her request is not made for any illegal or fraudulent reason.

VII.

In the event either party fails to perform his or her obligations under the Decree of Divorce, such person shall be required to pay all costs and attorney fees of the other party incurred in enforcing the terms of the Decree of Divorce.

VIII.

Each party is ordered to execute and deliver to the other party without cost any documents necessary to implement the provisions of this Decree of Divorce.

IX.

The Court finds that each party is hereby enjoined and restrained from doing, attempting to do or threatening to do any act of injuring, maltreating, vilifying, molesting, or harassing the other party.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

a.) That the bonds of matrimony existing between Joseph Guess and Holly Guess, are hereby dissolved and Joseph Guess and Holly Guess are hereby divorced on the grounds of:

- ☐ Husband and Wife have lived separate and apart from each other for eighteen continuous months without cohabitation, regardless of fault or reason.
- ☒ Defendant has treated the Plaintiff with such personal indignities, habitually, systematically and persistently pursued in such a manner as to make the Plaintiff's condition in life intolerable.

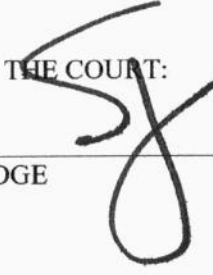
b.) That the Separation and Property Settlement Agreement entered into by and between the parties and attached hereto as Exhibit "A" is incorporated herein by reference and shall have the same force as if stated herein in full;

c.) That _____ is hereby restored her maiden name of

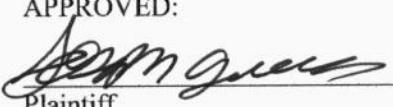
IT IS SO ORDERED.

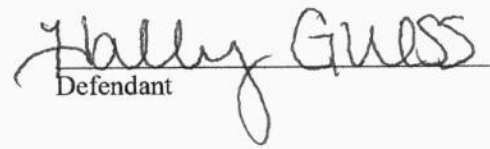
BY THE COURT:

JUDGE


5.24.27

APPROVED:


Plaintiff


Defendant

FILED FOR RECORD
MARILYN FERRIER
CIRCUIT CLERK
2022 APR 15 PM 2:44
J. ARKANSAS
DISTRICT
PLAINTIFF

PLAINTIFF

CAUSE NO. 21-221 (ED)

DEFENDANT

AGREEMENT made on this 27th day of December, 2021, by and between Holly Teannette L. Guess (hereinafter referred to as "Wife"), who resides at 14600 Holly rd Henryetta OK 74437 [insert full residential address of Wife] and Joseph Emery Guess (hereinafter referred to as "Husband"), who resides at 3516 Highway 103 Green Forest AR 72638 [insert full residential address of Husband].

WHEREAS, we were married on the 20th day of February, 2008, in Fayetteville, State of Arkansas, and we now mutually desire to dissolve our marriage and mutually agree to live permanently separate and apart from each other, as if we were single;

WHEREAS, we each have exercised good faith and have made fair, accurate, and complete disclosure to each other regarding all financial and property matters pertaining to this marital settlement agreement;

WHEREAS, we mutually desire to settle by agreement all matters regarding our marital affairs, child custody and visitation, personal and real property, and finances;

WHEREAS, we mutually intend this agreement to be a final disposition regarding the marital issues addressed herein and intend that this agreement be incorporated into any subsequent DECREE OF DIVORCE.

THEREFORE, in exchange for the mutual promises herein contained, we agree to live separately and to divide our property and finances according to the following mutually agreed upon terms and conditions:

1. CHILDREN

Husband and Wife have the following child(ren) born or adopted into their marriage:

Name: <u>Tiffany Dore Guess</u>	Date of Birth: _____
Name: _____	Date of Birth: _____
Name: _____	Date of Birth: _____
Name: _____	Date of Birth: _____

A. CUSTODY

To settle all issues in relation to custody in a manner consistent with the best interest of the child(ren), Husband and Wife agree as follows:

Husband shall have sole custody of _____.

Wife shall have sole custody of Tiffany D. Guess; However, both parties agree that any major decisions regarding Tiffany will be made together?

Husband and Wife shall have joint custody of _____.

B. VISITATION

To settle all issues in relation to the visitation rights in a manner consistent with the best interest of the child(ren), Husband and Wife agree as follows:

1) Husband shall have the following rights of visitation:

Weekends:

Husband shall have visitation rights on the following days and times [choose one:]
_____ each weekend OR X every other weekend:

Weekdays:

Husband shall have visitation rights on the following days and times during [choose one:]
_____ each week OR _____ every other week:

Yearly Vacation:

Husband shall have visitation rights for the following vacation periods each year:

Redacted Copy

Joseph has visitation rights anytime tiffany does have a break from school for the length of her breaks as long as his schedule allows.

Holidays (Even-Numbered Years):

Husband shall have visitation rights for the following holidays during even-numbered years:

Thanksgiving
Easter
Halloween

Holidays (Odd-Numbered Years):

Husband shall have visitation rights for the following holidays during odd-numbered years:

New Year
Christmas Eve
Fourth of July

Other Visitation Rights:

Husband shall have the following additional visitation rights:

Anytime a sitter is needed for more than a day he will have the first say in if he will have the child.

2) Wife shall have the following rights of visitation:

Weekends:

Wife shall have visitation rights on the following days and times [choose one:] X
each weekend OR _____ every other weekend:

Weekdays:

Wife shall have visitation rights on the following days and times during [choose one:]
X each week OR _____ every other week:

Yearly Vacation:

Wife shall have visitation rights for the following vacation periods each year:

The child lives with her full time

Holidays (Even-Numbered Years):

Wife shall have visitation rights for the following holidays during even-numbered years:

New Years

Christmas

Fourth of July

Holidays (Odd-Numbered Years):

Wife shall have visitation rights for the following holidays during odd-numbered years:

Thanksgiving

Easter

Halloween

Other Visitation Rights:

Wife shall have the following additional visitation rights:

She has the right to half of summer break, and if when she is with her dad but he needs a sitter for more than one day, Holly will have the right to watch her first.

2. REAL ESTATE

A. RESIDENCE

Husband shall reside at 35146 Highway 103 Green Forest AR 72638

Wife shall reside at 14600 Holly rd Henryetta OK 74437

B. HOMESTEAD

Husband and Wife own the following real property as their family residence, located at

Husband and Wife agree that Tiffany Guess shall continue to reside at the above mentioned family residence.

Rights, responsibilities and expenses regarding the above mentioned family residence shall be distributed as follows:

1) Title:

Husband shall have the following rights of title and ownership in the family residence:

Wife shall have the following rights of title and ownership in the family residence:

2) Expenses, Mortgage and Maintenance:

Husband shall be responsible for and pay the following expenses regarding the family residence:

Wife shall be responsible for and pay the following expenses regarding the family residence:

C. OTHER REAL ESTATE

Husband and Wife jointly own the following other real estate to be divided as follows:

1) To Husband:

2) To Wife:

3. PERSONAL PROPERTY

A. HOUSEHOLD GOODS

Husband and Wife jointly own the following household goods to be divided as follows:

1) To Husband:

2) To Wife:

B. AUTOMOBILES

Husband and Wife jointly own the following automobiles to be divided as follows:

1) To Husband:

2) To Wife:

C. OTHER PERSONAL PROPERTY

Husband and Wife own the following other personal property to be divided as follows:

1) To Husband:

2) To Wife:

4. BANK ACCOUNTS

Husband and Wife jointly hold the following bank accounts:

_____	(Account Number)
_____	(Account Balance)

(Name and Address of Institution)

The above mentioned accounts shall be divided as follows:

Husband and Wife jointly hold the following debts outstanding:

	(Account Number)
	(Account Balance)

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B. Wife owns the following life insurance policies naming Husband as beneficiary:

_____ (Policy Number)
_____ (Policy Amount)

(Name and Address of Institution)

_____ (Policy Number)
_____ (Policy Amount)

(Name and Address of Institution)

_____ (Policy Number)
_____ (Policy Amount)

(Name and Address of Institution)

Wife agrees that Husband [check one:] _____ shall, or _____ shall not remain the beneficiary of the following life insurance policies:

8. HEALTH INSURANCE

Husband and Wife agree as follows in relation to their respective health care coverage:

Holly is responsible for Tiffany Guess health coverage

9. SPOUSAL SUPPORT

A. Husband shall pay to Wife spousal support in the sum of _____ dollars (\$ 0), _____ [specify "weekly" or "monthly"], beginning on the _____ day of _____, 20 _____. Husband shall continue to pay this sum for a period of _____, subject to the following mutually agreed upon conditions:

B. Wife shall pay to Husband spousal support in the sum of _____ dollars (\$ 0), _____ [specify "weekly" or "monthly"], beginning on the _____ day of _____, 20 _____. Wife shall continue to pay this sum for a period of _____, subject to the following mutually agreed upon conditions:

10. CHILD SUPPORT

A. Husband shall pay to Wife child support in the sum of 50% of child cost dollars (\$ N/A) per child, monthly [specify "weekly" or "monthly"], beginning on the 27th day of December, 20 21. Husband shall continue to pay this sum for a period of 6 years or until the child reaches the age of majority, becomes self-supporting, marries, or dies, subject to the following mutually agreed upon conditions:

He will be responsible for 50% of the cost to support and raise tiffany including all extra curriculars.

B. Wife shall pay to Husband child support in the sum of 50% of Child Cost dollars (\$ N/A) per child, monthly [specify "weekly" or "monthly"], beginning on the 27th day of December, 20 21. Wife shall continue to pay this sum for a period of 6 years or until the child reaches the age of majority, becomes self-supporting, marries, or dies, subject to the following mutually agreed upon conditions:

She will be responsible for 50% of the cost to support and raise tiffany including all extra curriculars

C. All payments of child support pursuant to this agreement shall be made and delivered in the following manner: [choose one:] _____ All payments of child support shall be paid directly through the appropriate state agency, official, or court designated by the laws of the State of Arkansas to receive and disburse such child support payments, or X All payments of child support shall be made directly to the parent to whom the child support payments are due; however, the parent to whom payments are due reserves the right to require, upon written notice

to the paying parent, such child support payments to be paid directly to the appropriate state agency, official, or court designated by the laws of the State of Arkansas to receive and disburse such child support payments.

D. In the event the obligated parent's income increases, the amount of child support shall be increased proportionately, and such increase shall be computed effective the date of the increase.

E. As additional child support, the obligated parent shall maintain medical and dental insurance on behalf of each child and shall pay any medical expenses not covered by said insurance.

F. As additional child support, the obligated parent [choose one:] _____ shall or X shall not pay one-half of the amount needed for each child's college education.

11. LEGAL NAME

Husband and Wife agree that that upon the court's ordering a DECREE OF DIVORCE , Wife shall have the right to retain her married name or shall also have the right to return to her maiden or former name: _____ [insert Wife's maiden name].

12. FINAL AGREEMENT

This agreement sets forth the entire agreement and understanding between the Husband and Wife relating to the settlement of marital property and finances and supersedes all prior discussions between us. No modification of or amendment to this agreement, nor any waiver of any rights under this agreement, will be effective unless in writing signed by the party to be charged.

13. ACKNOWLEDGEMENT

Husband and Wife acknowledge that each has entered into this agreement in good faith, without any duress or undue influence. Each understands his or her right to seek independent counsel regarding this agreement, and each has had the opportunity to seek independent counsel prior to signing this agreement.

14. CHOICE OF LAW

Husband and Wife agree that this agreement shall be governed and construed in accordance with the laws of the State of Arkansas.

Signed and dated this 21st day of March, 2022.

Halley Guess
Wife

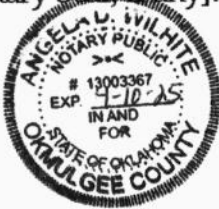
Adam Guess
Husband

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF ~~ARKANSAS~~ OKLAHOMA
COUNTY OF Okmulgee

This document was acknowledged before me on 3-21-2022 [Date] by
Holly Guess [name of principal].

[Notary Seal, if any]:



Angela D. Wilhite
(Signature of Notarial Officer)

Notary Public for the State of Arkansas

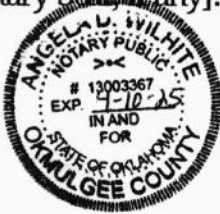
My commission expires:
4-10-2025

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

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Angela D Wilhite
(Signature of Notarial Officer)

Notary Public for the State of Arkansas

My commission expires:
4-10-2025

State of Arkansas

County of Carroll

Subscribed and Sworn to before me on this 15 day of April,
20 22.

Signature of Notary Public Laura McGuire

My commission expires: 08/05/2030

SEAL

